

AN ORDINANCE 101770

**AUTHORIZING RENEWAL AND EXTENSION OF A LEASE  
FROM C.A.N. INDUSTRIES, INC. FOR A MAYORAL  
CONSTITUENT OFFICE WITH RENT AT \$1,716.00 A MONTH**

\* \* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

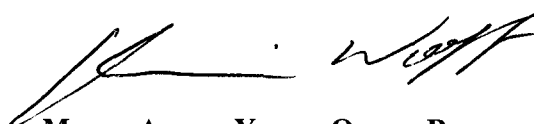
**SECTION 1.** The City Manager or her designee is hereby authorized and directed to execute and deliver on behalf of the City a renewal and extension of lease agreement for a mayoral constituent office in substantially for the form attached as **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth. The City manager and her designee are further authorized and directed to take all other actions reasonably necessary or convenient to effect the transaction reflected in Exhibit A, including agreeing to non-material changes to the terms thereof.

**SECTION 2.** Funds are available in the General Fund, 11001000, Cost Center 0115020001, Constituent Office, General Ledger 5206010, Rental of Facilities, as part of the FY06 budget.


**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance shall become effective December 11, 2005 unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it shall be effective immediately.

**PASSED AND APPROVED** this 1<sup>st</sup> day of December 2005.

  
M A Y O R  
For PHIL HARDBERGER

**Attest:**

  
\_\_\_\_\_  
City Clerk

**Approved As To Form:**

  
\_\_\_\_\_  
City Attorney

## **Exhibit A**

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### **3<sup>rd</sup> Renewal, Extension, and Modification of Lease Agreement (Mayor's Office)**

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This 3<sup>rd</sup> Renewal, Extension, and Modification of Lease Agreement is entered into between Landlord and the City of San Antonio, a Texas Municipal Corporation, P.O. Box 839966, San Antonio, Texas 78283-3966 (Tenant), pursuant to the Ordinance Authorizing Renewal and Extension.

#### **1. Identifying Information.**

**Landlord:** C.A.N. Industries, Inc.

**Landlord's Address:** 1325 N. Flores St., Suite 102, San Antonio, Texas 78212

Lease Agreement (1344 S. Flores Street, Mayor's Office)  
dated January 29, 2002 between Landlord and Tenant, as  
**Lease:** identified in this Renewal, relating to approximately  
1.310 gross square feet in a building located at 1344 S.  
Flores, Street, San Antonio, Bexar County, Texas.

**Ordinance Authorizing  
Original Lease (No. & Date):** 95161, dated January 10, 2002

**Ordinance Authorizing 1<sup>st</sup>  
Renewal (No. & Date):** 96748, dated November 14, 2002

**Ordinance Authorizing  
2<sup>nd</sup> Renewal (No. & Date):** 97963, dated August 7, 2003

**Ordinance Authorizing  
3<sup>rd</sup> Renewal (No. & Date):**

**Beginning of 3<sup>rd</sup> Renewal  
Term** January 1, 2006

**Expiration of 3<sup>rd</sup> Renewal  
Term** December 31, 2007

#### **2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

#### **3. Renewal and Extension**

The term of the lease is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term.

#### **4. Rent.**

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord monthly rent of \$1,716 at the time, place, and manner described in the Lease for the payment of rent.

#### **5. Further Renewals.**

**5.01.** If Tenant is current on rent and subject to the parties' agreement on rent, Tenant has the right to renew this lease for an additional period of two years after Tenant's right of occupancy under this renewal expires. Except for rent, the renewal will be on the same terms and conditions as the Lease, as previously amended.

**5.02.** If Tenant exercises the first two year renewal granted in the immediately preceding paragraph, if Tenant is current on rent and subject to the parties' agreement on rent, Tenant has the right to renew this lease for a second period of two years after Tenant's right of occupancy under the preceding renewal expires. Except for rent, the renewal will be on the same terms and conditions as the Lease, as previously amended.

#### **6. Holdover Periods.**

If the Lease has not been earlier terminated according to its terms and Tenant is current on rent, after the renewal effected by this instrument and after any further renewals specifically provided for in this instrument, Tenant may hold-over for up to six additional months on a month-to-month basis. Tenant need not give advance notice of intent to exercise this hold-over right to perfect entitlement to it. The rent during any such holdover is the same as the rent for the term being held-over, and all other terms of this Lease, as amended, apply. Council's authorization of this 3<sup>rd</sup> Renewal, Extension, and Modification is authority for the City as Tenant to enter into the hold-over period if staff and the Mayor deem it beneficial without further council action.

#### **7. No Default.**

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal and extension.

**8. Same Terms and Conditions.**

**This renewal, extension, and modification instrument is a fully integrated statement of the current modifications to the Lease. Except as expressly modified by this instrument, the Lease, as previously amended, remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as previously amended and as modified by this agreement.**

**Tenant**

**Landlord**

**City of San Antonio, a Texas municipal corporation**

**C.A.N. Industries, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney